

2430 "E" Street, N. W.
Washington, D. C.
1 September 1953

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Dear Mr. [REDACTED]:

In response to your letter of 24 August 1953 concerning reference matter, please be advised as follows:

While it is not the desire of this Office to take an arbitrary stand with respect to items of cost such as that to which you refer, it should be borne in mind that the construction contract, under Article 5, Extras, prohibits the Contractor from making changes for any work unless "ordered in writing by the Contracting Officer, and the price stated in such order." This being a lump sum contract subject to audit by the highest Government authority, all items of extra work must be so covered.

It would therefore be most desirable that the reference item of work be paid for out of funds other than ~~that~~ allotted for construction. In the future no such items should be undertaken by the Contractor without separate agreement as to their changeability.

As to the propriety of a purchase order on the Contractor for this sort of work, it would appear that no difficulty would be encountered, since the contract is not being done under force account.

Very truly yours,

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